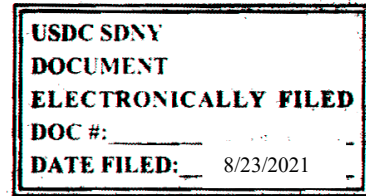


**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**



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THANIA FERNANDEZ, et al.,

Plaintiffs,

17-CV-03161 (ER) (SN)

-against-

ORDER

CATHOLIC GUARDIAN SERVICES, et al.,

Defendants.
-----X

SARAH NETBURN, United States Magistrate Judge:


On July 1, 2021, Plaintiffs’ counsel filed a motion for approval of a FLSA settlement and to withdraw as counsel for opt-in Plaintiff Orlando Roman. Despite the fact that Plaintiffs’ counsel contends that Plaintiff Roman will be deemed to have agreed to the terms of the settlement agreement if he “endorses/negotiates one or both checks” that will be delivered to him pursuant to the settlement, the settlement agreement itself purports to bind Plaintiff Roman. For example, the agreement states that the “Agreement and Release . . . is made and entered into this 22nd day of March, 2021, by and between . . . Orlando Ramon . . . and” Defendants. ECF No. 142, Ex. 1. The Settlement Agreement further provides that regardless of whether Plaintiff Roman collects his settlement sum, his claims against the Defendants will be dismissed with prejudice.

Before the Court can approve the settlement as fair and reasonable, Plaintiffs’ counsel is ORDERED to file a letter providing any authority to permit a lawyer to settle the claims of a party without that party’s consent. Absent any authority, the Court is inclined to strike any

settlement on behalf of Plaintiff Roman and dismiss his claims without prejudice.

Plaintiffs' counsel shall file its letter no later than August 27, 2021.

SO ORDERED.



SARAH NETBURN
United States Magistrate Judge

DATED: August 23, 2021
New York, New York